

COTTONWOOD HEIGHTS

RESOLUTION NO. 2012-10

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SANDY CITY FOR SPECIFIED POLICE SERVICES (SWAT TRAINING)

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Sandy City (“*Sandy*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, both the City and Sandy self-provide police services within their geographical boundaries through the Cottonwood Heights Police Department (the “*CHPD*”) and the Sandy Police Department (“*SPD*”), respectively; and

WHEREAS, Sandy and the City anticipate that it will be mutually beneficial to engage in joint training of their personnel and equipment used in the provision of the SWAT (Special Weapons and Tactics) aspect of their police forces, on the terms and conditions specified in the proposed “Interlocal Agreement for Specified Police Services (SWAT Training)” (the “*Agreement*”) that is attached hereto; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 13 March 2012 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2012-10, shall take effect immediately upon passage.

PASSED AND APPROVED this 13th day of March 2012.

COTTONWOOD HEIGHTS CITY COUNCIL



Linda W. Dunlavy
Linda W. Dunlavy, Recorder

By *Kelvyn H. Cullimore, Jr.*
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 13th day of March 2012.

RECORDED this 14 day of March 2012.

575077.1

Interlocal Agreement for Specified Police Services (SWAT Training)

THIS INTERLOCAL AGREEMENT FOR SPECIFIED POLICE SERVICES (this "Agreement") is made effective March 15, 2012 by and between the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 ("**Cottonwood Heights**"), and **SANDY CITY**, a Utah municipality whose address is 10000 South Centennial Parkway, Sandy, UT 84070 ("**Sandy**") (Cottonwood Heights and Sandy are each a "**Party**," and are collectively referred to herein as the "**Parties**").

RECITALS:

- A. The Parties each have legal authority to provide police services.
- B. Cottonwood Heights' police department ("**CHPD**") is fully equipped and functional and has provided police services within Cottonwood Heights' geographical boundaries since its formation on 1 September 2008.
- C. Sandy's police department ("**SPD**") is fully equipped and functional, and has provided police services within Sandy's geographical boundaries since its formation.
- D. CHPD and Midvale City's police department ("**MPD**") heretofore collaborated, via interlocal agreement between the two cities, in certain specified police activities.
- E. Given the recent dissolution of MPD, CHPD now desires to collaborate with SPD in the SWAT (Special Weapons and Tactics) training aspect of their police services, which the Parties anticipate will generally be provided by SPD at its facilities (or at facilities it has arranged to use for training) with instructors provided by SPD.
- F. Pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101, *et seq.*) (the "**Interlocal Cooperation Act**"), the Parties desire to enter into an "interlocal cooperative agreement" whereunder they will provide some joint training of their SWAT personnel as provided in this Agreement.
- G. The Parties are "public agencies" for purposes of the Interlocal Cooperation Act, and are empowered to enter into this Agreement.
- H. The Parties have determined that it is mutually advantageous to enter into this Agreement.
- I. This Agreement shall entirely supersede any and all prior negotiations and agreements, oral and/ or written, between the Parties regarding their joint SWAT training to be provided hereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **SWAT Training.** SPD has a fully staffed, functional SWAT team consisting of 20 officers. CHPD has 6 functional SWAT officers. The Parties shall engage in joint SWAT training as the Parties shall agree from time to time, and by doing so, hope to achieve enhanced efficiencies and economies of scale for the benefit of both Parties. The Parties each agree that its police officers shall act reasonably, shall follow instructions, and shall take reasonable efforts to avoid injury to other police officers or property (except property which is intended to be damaged as part of the training) while engaged in such training.

2. **Standards.** Each Party shall assure that its part of the SWAT training services (the "Services") to be provided hereunder are performed in full compliance with all applicable laws and standards of performance.

3. **Costs.** The costs for the Services shall be agreed between the Parties.

4. **Conflict Resolution.** In the event of a dispute between the Parties regarding the Services or this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that representatives from Sandy and Cottonwood Heights will meet as soon as practical to discuss and attempt to resolve the dispute.

5. **Employment Status.**

(a) **Official Status.** Each Party shall have complete control and discretion over its personnel providing the Services, and the same shall at all times be and remain employees of such Party.

(b) **Salary, Wages and Benefits.** A Party shall not have any obligation or liability for the payment of any salaries, wages, pension, civil service, retirement or other benefits or compensation to the other Party's personnel performing the Services.

6. **Indemnity.** Each of the Parties are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. §63G-7-101, *et seq.*) (as amended from time to time, the "**Immunity Act**"). Neither Party waives any defenses otherwise available under the Immunity Act nor does any Party waive any limits of liability now or hereafter provided by the Immunity Act. Except as specified in section 1 above, Cottonwood Heights shall defend, indemnify, save and hold harmless Sandy, including its elected and appointed officers and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Cottonwood Heights' negligence in the performance, or failure to perform, its duties under this Agreement. Except as specified in section 1 above, Sandy shall defend, indemnify, save and hold harmless Cottonwood Heights, including its elected and appointed officers and

employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Sandy's gross negligence in the performance, or failure to perform, its duties under this Agreement.

7. **Term.** This Agreement shall be effective as of the date specified above, and, unless renewed or sooner terminated as provided for herein, shall terminate at midnight on June 30, 2012. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year (July 1st through June 30th) terms until such time as the Parties either mutually agree in writing to a longer term, or this Agreement is terminated as provided in Section 8 below.

8. **Termination.** Either Party freely may terminate this Agreement upon written notice to the other upon at least 30 days prior written notice.

9. **Equipment-** All equipment will be retained by its originating agency, but may be available for use by officers of both the CHPD and the SPD during SWAT training, with the permission of the agency which owns the equipment. The Parties do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the Parties jointly for the undertaking, and paid for by both of them, then it shall be divided as the Parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Parties' proportionate share of the purchase of the item of property. If property is purchased at one Party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the Party which purchased it.

10. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received upon personal delivery or actual receipt thereof, and acknowledgement of receipt by the receiver.

11. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the tendency of such dispute.

12. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

13. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

14. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

15. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. §11-13-202.5.


18. **No Separate Legal Entity.** No separate legal entity is created by this Agreement. To the extent that any administration of this Agreement becomes necessary, however, the police chiefs of the Parties, or their designees, shall constitute a joint board for such purpose.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

SANDY CITY



Molly Spira, Recorder

x 
Tom Dolan, Mayor

Date signed: 2/27/12

Date signed: 2/27/12

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. §11-13-202.5:

By: 
Sandy City Attorney's Office

Date Signed: 28 Feb. 2012



ATTEST:

COTTONWOOD HEIGHTS

Linda W. Dunlavy, City Recorder

Kelvyn H. Cullimore, Jr., Mayor

Date signed: _____

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. §11-13-202.5:

By: _____

Date Signed: _____

Wm. Shane Topham,
Cottonwood Heights City Attorney

574205.1

SANDY CITY APPROVALS

Department me

Risk Mgt. CHP

Budget XX

Legal Form 50

Purchasing N/A